

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

<b>YOUNG PHARMACEUTICALS, INC.</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	<b>No.</b>
<b>N. V. PERRICONE, LLC,</b>	)	
<b>EAST END LABORATORIES, INC.,</b>	)	
<b>ALTAIRE PHARMACEUTICALS, INC., AND</b>	)	
<b>SORENCO LABORATORIES, INC.</b>	)	
	)	
<b>Defendants.</b>	)	
	)	

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**COMPLAINT**

Plaintiff Young Pharmaceuticals, Inc. (“YPI”), for its complaint against Defendants East End Laboratories, Inc. (“East End”), Altaire Pharmaceuticals, Inc. (“Altaire”), N.V. Perricone, LLC (“NVP”), and Sorencolaboratories, Inc. (“Sorencol”) (collectively “Defendants”), states as follows:

**I. JURISDICTION AND VENUE**

1. As to defendants NVP, East End and Sorencol, this action includes a count for false designation of origin, false or misleading description of fact or false or misleading representation of fact, on or in connection with goods sold in interstate commerce, as a federal question under the trademark laws of the United States pursuant to provisions of the Trademark Act of 1946 (the “Lanham Act”), codified at 15 U.S.C. § 1125(a)(1). Therefore, this court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338 (a) and (b).

2. Further, the facts giving rise to the claims against the remaining defendants arise from

the same set of operative facts as the claim against NVP and East End under the Lanham Act. Consequently, this court has supplemental jurisdiction under 28 U.S.C. § 1367(a).

3. Venue is proper pursuant to 28 U.S.C. §§ 1391(b) and (c).

## **II. PARTIES**

4. YPI is a Connecticut corporation with principal place of business in Wethersfield, Connecticut.

5. Upon information and belief, East End is a New York corporation with principal place of business in New York, New York.

6. Upon information and belief, Altaire is a New York corporation with principal place of business in Holbrook, New York.

7. Upon information and belief, NVP is a Delaware limited liability company with principal place of business in Meriden, CT.

8. Upon information and belief, Sorencos is a Utah corporation with principal place of business in Salt Lake City, Utah.

## **III. FACTUAL BACKGROUND**

9. Plaintiff YPI is a privately held, thirty-year-old developer and marketer of proprietary skin care products sold exclusively by dispensing dermatologists and plastic surgeons in the United States and Canada.

10. Between February 2001 and November 2003, YPI was hired by Clinical Creations, LLC (the predecessor to Defendant NVP), to formulate and/or reformulate thirteen products for sale by NVP, under the current brand “N.V. Perricone, M.D. Cosmeceuticals,” based on active

ingredients specified by NVP. Most, if not all, of these products were eventually marketed by NVP.

11. In May 2003, NVP advised YPI that some users of one of these products wanted a product with different characteristics. To save NVP the expense of developing an entirely new formulation, YPI proposed that YPI would develop another formulation at its own cost, with the understanding that YPI's recovery of its investment, and earning of a profit commensurate with risking its capital, would arise from YPI's sale of the finished product to NVP over time. This proposal was accepted by NVP.

12. Using its own funds amounting to approximately \$100,000, YPI developed a new base or vehicle by which the same active ingredients would be effectively delivered through the user's skin. The vehicle had a unique and secret combination of ingredients that produced an overall product (the "Cream") having desirable characteristics of viscosity, color, odor, texture, stability, skin penetration and active ingredient delivery.

13. In July 2003, YPI engaged Defendant East End to manufacture the Cream for YPI, which engagement included disclosure to East End of YPI's trade secret formulation under a Confidentiality Agreement (the "East End Confidentiality Agreement") (Exhibit A). At the time YPI disclosed the trade secret formulation to East End, and at the time East End manufactured the Cream according to the trade secret formulation for YPI, Defendant Altaire was doing business as East End (Exhibit B).

14. NVP paid YPI approximately \$25,000 for stability and validation studies required by federal regulations, on the Cream as manufactured by East End for YPI.

15. On October 9, 2003 and by subsequent telephone call, NVP ordered from YPI one batch of 10,000 2oz tubes and 15,000 1oz tubes of the Cream. YPI forwarded this order to East End, which manufactured the Cream at its facilities in the state of New York, filled the tubes and shipped

the tubes to fulfillment houses located in Florida and Connecticut, which, in turn, shipped the tubes to NVP designees throughout the United States who had ordered the Cream. The Cream was sold by NVP to retailers as acne treatment gel cream, in packaging of "N.V. Perricone, M.D. Limited" under the mark "N.V. Perricone, M.D. Cosmeceuticals."

16. On or about February 12, 2003, East End sent an invoice for R&D Studies for Acne Formula 031-2003 in the amount of \$24,500 to YPI at 1840 Berlin Turnpike, Wethersfield, Connecticut 06109 (Exhibit C).

17. On or about November 25, 2003, East End shipped 5,142 2oz. tubes of Acne Treatment Gel Cream and a corresponding invoice to NVP's order fulfillment house, Fulfillment Works, LLC, at 109 Sanford Street, Hamden, Connecticut 06514 (Exhibit D).

18. On or about November 25, 2003, East End shipped 70 1oz. tubes of Acne Treatment Gel Cream and a corresponding invoice to NVP at 377 Research Parkway, Meriden, Connecticut 06450 (Exhibit E).

19. Subsequent to that initial purchase of October 9, 2003, NVP has not placed a purchase order to YPI for additional batches of said Cream.

20. During early March 2004, NVP requested that YPI disclose its formulation of the Cream to NVP, but was advised by YPI that the formulation was a trade secret. On March 18, 2004, NVP proposed a bilateral confidentiality agreement to YPI, but YPI and NVP did not reach agreement on the terms and did not enter into such an agreement. YPI never disclosed its formulation to NVP.

21. On numerous occasions since the negotiations between YPI and NVP for the disclosure of YPI's trade secret formulation failed, a YPI officer has discovered acne treatment gel cream sold in retail stores in packaging of "N.V. Perricone, M.D. Limited" under the mark "N.V.

Perricone, M.D. Cosmeceuticals” with lot numbers indicating manufacture by East End and Sorencos. The expiration dates on said packages indicate manufacturing dates subsequent to the date of the final order placed by NVP through YPI and date the negotiations terminated.

22. When YPI, through its attorney, inquired with NVP about the subsequently manufactured tubes of acne treatment gel cream, NVP, through its attorney, responded that, in 2004, NVP had instructed East End to develop a new formulation that was not the YPI formulation, and that NVP believed that the formulation for the Cream, as manufactured by East End for YPI, underwent stability and validation studies in accordance with FDA regulations.

23. Presently, NVP still contends that the formulation of its acne treatment gel cream is different from the YPI trade secret formulation.

24. The packaging and labeling for the acne gel cream distributed by NVP and manufactured by East End and Sorencos without authority of YPI are identical to the packaging and labeling used in the original, authorized batch, listing the ingredients according to YPI’s formulation (without revealing the trade secret aspects thereof).

25. To the best of YPI’s understanding and belief, none of the batches manufactured by East End or Sorencos and sold by NVP, without YPI’s authorization, have been subjected to stability and validation studies in accordance with FDA regulations. (21 C.F.R. §§210.1; 211.100; and 211.166).

26. YPI has requested that NVP provide the ingredient list and the copies of the stability and validity studies for the acne gel cream that NVP represented to YPI as a new formulation by East End, but NVP has been unable or unwilling to do so.

27. The use of identical packaging and ingredient labeling constitutes a false or misleading description of fact, or false or misleading representation of fact which in commercial

advertising or promotion misrepresents the characteristics or qualities of the new acne treatment gel cream.

28. In July 2005, John Kulesza, President of YPI, was visiting a skin care retailer in Chicago, Illinois, when he discovered that the acne treatment gel cream sold in packaging of “N.V. Perricone, M.D. Limited” under the mark “N.V. Perricone, M.D. Cosmeceuticals” carried a manufacturing Lot Number E5C07C7 that was not authorized by YPI. (Exhibit F) On information and belief, “Lot Number E5C07C7” in the lower right corner indicates that the manufacturer was East End, and on further information and belief, that the Cream was manufactured in approximately March 2005.

29. To the best of YPI’s understanding and belief, the ingredients in the Cream manufactured under Lot Number E5C07C7, including the vehicle, are pharmacologically identical to the trade secret formulation that YPI disclosed to East End under the East End Confidentiality Agreement.

30. On information and belief, NVP requested East End to manufacture and deliver directly to NVP, without notice, authorization, or payment to YPI, an acne gel cream as a substitute for the Cream that East End previously had manufactured for YPI according to YPI’s trade secret formulation.

31. On information and belief, NVP and East End conspired and knowingly proceeded to misappropriate YPI’s trade secret through East End’s manufacture and delivery to NVP of an acne gel cream, produced according to YPI’s trade secret formulation, and to generate a paper trail designed to camouflage the misappropriation.

32. East End breached the East End Confidentiality Agreement by using YPI’s trade secret formulation to manufacture one or more batches of the Cream for direct sale to NVP.

33. After failing to obtain YPI's trade secret from YPI, NVP willfully misappropriated YPI's trade secret formulation by requesting and obtaining from East End said trade secret formulation, knowing that such information was YPI's trade secret.

34. On July 29, 2005, YPI's Attorney informed Altaire's General Counsel of the breach of the East End Confidentiality Agreement, in that East End's manufacture and sale of the Cream, except to YPI, was a misappropriation of YPI's trade secret information. Neither Altaire's General Counsel, nor Altaire's outside counsel, has responded substantively.

35. On September 20, 2006, Mr. Kulesza purchased at retail, a unit of the acne treatment gel cream sold in packaging of "N.V. Perricone, M.D. Limited" under the mark "N.V. Perricone, M.D. Cosmeceuticals," bearing manufacturing Batch Number S087, which on information and belief was manufactured by Defendant Sorengo, most likely in February 2006.

36. On November 14, 2006, YPI's Attorney wrote to NVP regarding NVP's unauthorized purchases of YPI's proprietary formulation of acne treatment gel cream from a source other than YPI, identifying both Lot Number E5C07C7 and Batch Number S087. YPI's letter dated November 14, 2006, also advised NVP that the formulation for the acne treatment gel cream was a trade secret of YPI, and that only YPI was authorized to use this trade secret in manufacture and sale of the products containing this formulation.

37. On information and belief, an NVP employee, who had possession of YPI's trade secret that NVP had obtained from East End, provided a description of the exact or at least the pharmacologically identical formulation of YPI's trade secret, to Sorengo for Sorengo to manufacture the Cream for NVP. To the best of YPI's understanding and belief, the Cream manufactured and sold under Batch Number S087 is pharmacologically identical to the formulation that YPI provided to East End under the East End Confidentiality Agreement.

38. Sorencos knew or should have known that NVP was attempting to evade regulatory compliance, as neither NVP nor Sorencos undertook the stability and validation studies required by the U.S. Food and Drug Administration (“FDA”) and NVP did not provide Sorencos with any such studies from the previous manufacturer of Lot Number E5C07C7, believed to have been manufactured by East End.

39. Sorencos had a duty to comply with the applicable FDA regulations and, on information and belief, knowingly and intentionally evaded such duty as part of a conspiracy with NVP to receive and misappropriate YPI’s trade secret formulation in the manufacture and sale of acne gel cream to NVP.

40. On or about July 18, 2007, Mr. Kulesza discovered in a New Jersey retail store another tube of the acne gel cream bearing an identical label with the different Batch Number S152 and an expiration date of December 2008, indicating manufacture by Sorencos, likely in December 2006.

41. On or about August 4, 2007, Mr. Kulesza discovered in a New York City retail store yet another tube of the acne gel cream marked with a Sorencos Lot number S175 and an expiration date of March 2009, indicating manufacture in March 2007.

42. By letter dated July 31, 2007, YPI’s counsel informed Sorencos that the formulation of the acne gel cream that Sorencos was selling to NVP is a trade secret of YPI, and demanded that Sorencos cease and desist from further manufacture and sale of this product. Sorencos has informed YPI that it will cease and desist from further manufacture and sale of this product.

43. On or about October 13, 2007, Mr. Kulesza discovered in a Las Vegas retail store yet another tube of the acne gel cream marked with a Sorencos Lot number S200 and an expiration date of July 2009, indicating manufacture in July 2007.

44. YPI has no Agreement with NVP according to which YPI would be obligated to maintain the confidentiality of its relationship with NVP, the identification of the products that YPI developed for NVP, or the formulation of the products that YPI developed for NVP.

#### **IV. COUNTS**

##### **Count 1. Lanham Act Violation (Against All Defendants) 15 U.S.C. § 1125**

45. YPI repeats and realleges each and every allegation contained in paragraphs 1-44 of this Complaint as if set forth in full herein.

46. Defendant NVP has asserted and continues to assert that it paid for independent development and then purchased a new independently developed acne treatment gel cream from East End and/or Sorencos, and that such new acne treatment gel cream differs materially from the formulation of the Cream that they purchased from YPI.

47. The use by NVP, East End and Sorencos of packaging and ingredient labeling which is identical to that used for the Cream prepared according to the YPI trade secret formulation constitutes a false or misleading description of fact, or false or misleading representation of fact which in commercial advertising or promotion misrepresents the characteristics or qualities of the new acne treatment gel cream, as a consequence of which YPI has been damaged.

##### **Count 2. Misappropriation of Trade Secret (Against All Defendants) Connecticut Uniform Trade Secret Act Conn. Gen. St. Sec. 35-51 et seq.**

48. YPI repeats and realleges each and every allegation contained in paragraphs 1-44 of this Complaint as if set forth in full herein.

49. YPI is and at all relevant times has been the owner of the trade secret in the

formulation of the acne treatment gel Cream. Defendants have misappropriated, and are currently misappropriating the trade secret, in violation of the Connecticut Uniform Trade Secrets Act, by one or more of the unauthorized disclosure, manufacture and sale of the acne treatment gel Cream without authorization from YPI. YPI has been injured and damaged by an ascertainable loss of money as a result of this appropriation and, if such misappropriation continues, will be further injured in the future. YPI seeks damages and an injunction prohibiting further disclosure, manufacture and sale of the formulation or products made using the said formulation.

**Count 3. Connecticut Unfair Trade Practices Act (Against All Defendants)  
Conn. Gen. St. Sec. 42-110 et. Seq.**

50. YPI repeats and realleges each and every allegation contained in paragraphs 1-44 of this Complaint as if set forth in full herein.

51. The misappropriation of a trade secret is an unfair method of competition and an unfair or deceptive act or practice in the conduct of trade or commerce by each of the Defendants. YPI has been injured and damaged by an ascertainable loss of money as a result of defendant's misappropriation and, if such misappropriation continues, will be further injured in the future. YPI seeks damages and an injunction prohibiting further disclosure, manufacture and sale of the formulation or products made using the said formulation.

**Count 4. Connecticut Unfair Trade Practices Act (Against All Defendants)  
Conn. Gen. St. Sec. 42-110 et. Seq.**

52. YPI repeats and realleges each and every allegation contained in paragraphs 1-44 of this Complaint as if set forth in full herein.

53. To the extent Defendant NVP continues to assert that it paid for independent

development and then purchased independently developed Cream from East End and Sorengo, and to the extent any of the Defendants asserts that such Cream differs materially from the formulation of the Cream that NVP purchased from YPI, the failure of NVP, East End, or Sorengo to pay for or otherwise assure that the new formulation was subjected to the stability and validity studies in accordance with Federal Food and Drug Administration Regulations, is a violation of law, constitutes an adulterated product, and is contrary to public policy relating to health and safety, as a consequence of which YPI has suffered an ascertainable loss of money.

**Count 5. Breach of Contract (Against East End and Altaire)**

54. YPI repeats and realleges each and every allegation contained in paragraphs 1-44 of this Complaint as if set forth in full herein.

55. East End's manufacture and sale of the Cream to NVP, using the formulation provided by YPI under Confidentiality Agreement is a breach of said Agreement. East End's disclosure of YPI's trade secret formulation to NVP is also a breach of said Confidentiality Agreement.

**V. REQUESTED RELIEF**

A. A permanent injunction prohibiting each of the Defendants from disclosing, manufacturing, or selling any skin care product that incorporates YPI's trade secret formulation or pharmacological equivalents thereof, pursuant to Conn. Gen. St. Sec. 35-52.

B. Recovery of YPI's lost profits on the volume of unauthorized gel Cream products purchased by NVP from East End and Sorengo, the unjust enrichment caused by the misappropriation, not taken into account in the calculation of damages, pursuant to the common law

remedy for breach of contract and Conn. Gen. St. Sec. 35-53(a) and Sec. 42-110g(a) and Defendant's profits pursuant to 15 U.S.C. Sec. 1117.

C. A holding that the misappropriation was willful and malicious, and/or exceptional, and an award of costs, punitive damages up to three times the actual damages, and YPI's attorney fees, pursuant to Conn. Gen. St. Sec. 35-52(b) and 42-110g (a) and (d), and 15 U.S.C. Sec. 1117(a)

D. Such other relief as the Court may deem just and appropriate.

Respectfully Submitted,

YOUNG PHARMACEUTICALS, INC.

Date: 10.25.2007

By: 

L. James Ristas ct09316  
Thomas J. Menard ct23491  
Alix, Yale & Ristas LLP  
Attorney For Plaintiff  
750 Main Street, Suite 1400  
Hartford, Connecticut 06103  
Tel: (860) 527-9211  
Fax: (860) 527-5029  
Email: jimristas@pctlaw.com

## **Exhibit A**

**CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is entered into as of the 7th day of July, 2003, by and between Young Pharmaceuticals, Inc. ("Young"), organized and existing under the laws of the State of Connecticut, with an office and place of business at 1840 Berlin Turnpike, Wethersfield CT 06109, and EastEnd Labs ("Company"), with an office and place of business at 311 West Lane, Aquobogue NY 11931. Young and Company are also jointly referred to herein as "Parties," and individually as a "Party."

1. Young and Company intend to mutually evaluate potential collaborations regarding the development and contract manufacture of a benzoyl peroxide gel formulation. The Parties anticipate that in the course of such activities, either Party (the "Disclosing Party") may disclose (whether by oral or written communication, delivery, demonstration or access) to the other Party (the "Receiving Party"), certain of the Disclosing Party's inventions, formulas, trade secrets, know how, data, pricing information, materials, or other information (together, "Information") that the Disclosing Party considers confidential and/or proprietary.

2. As used in this Agreement, "Confidential Information" means all Information disclosed by the Disclosing Party to the Receiving Party and designated as confidential and/or proprietary, whether by (i) the use of a stamp or legend, applied to such Information at or prior to the time(s) any such Information is so disclosed, or (ii) written correspondence delivered to the Receiving Party within thirty (30) days of the Disclosing Party's disclosure of the Information, identifying the disclosed Information with reasonable specificity and stating the place and date of such disclosure and the names of the employees of the Receiving Party to whom such disclosure was made.

3. The Receiving Party shall use Confidential Information only in the course of the activities described above. The Receiving Party agrees that, for a period of five (5) years following the Disclosing Party's disclosure of Confidential Information to it, the Receiving Party shall:

- (i) disclose such Confidential Information only to those of its own employees and its Affiliates' (as defined in Section 4) employees who need access to the same in order to participate in the activities described above (and to no other parties without the Disclosing Party's prior written consent);
- (ii) advise each of its own employees and its Affiliates' employees who is granted access to such Confidential Information of this Agreement's provisions and secure such employees' compliance herewith; and
- (iii) protect such Confidential Information from further disclosure in the same manner as it protects its own information of a similar nature (but in no event with less than a reasonable standard of care).

4. For purposes of this Agreement, "Affiliate" means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with a Party. For purposes of this Section 4, "control" shall mean (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest or the power to substantially direct the management and policies of such non-corporate entities.

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5. The Disclosing Party grants no present or future rights or license, under any of its inventions, patents, copyrights, trade secrets, trademarks or other property, to the Receiving Party or its Affiliates with respect to Confidential Information.
6. The Receiving Party's obligations specified in Section 3 shall not apply to any Information that the Receiving Party can demonstrate:
- (i) is or becomes known or generally available to the public, through no act or omission of the Receiving Party and without any wrongful act of any third party;
  - (ii) is or becomes known to the Receiving Party through disclosure by any third party, without any wrongful act of the Receiving Party or such third party;
  - (iii) is subsequently disclosed by the Receiving Party pursuant to the requirement of a statute, regulation, or judicial or administrative order requiring disclosure thereof, provided that the Receiving Party first provides the Disclosing Party with written notice of any such requirement, promptly upon learning of the requirement; or
  - (iv) has been or is subsequently developed independently by the Receiving Party, without any use of Confidential Information and by those of its employees who have not had access to Confidential Information.
7. The Receiving Party shall, upon the Disclosing Party's written request, return to the Disclosing Party its Confidential Information (to include all copies and reproductions thereof and all Information prepared by the Receiving Party which incorporates Confidential Information), except that the Receiving Party may retain one copy thereof solely for the purpose of determining the extent of its obligations hereunder.
8. The Parties agree that if the Receiving Party breaches of any of its obligations hereunder, money damages will not afford the Disclosing Party an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law, the Disclosing Party shall have the right to such equitable relief as it deems reasonably necessary to enforce its rights hereunder (whether temporary or permanent injunctive relief, or otherwise). Notwithstanding the foregoing, the Parties expressly agree that neither Party shall be liable to the other Party for incidental, consequential, punitive, special or exemplary damages with respect to any breach of this Agreement.
9. Neither Party may assign all or any part of its rights or obligations hereunder without the other Party's prior written consent. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and (permitted) assigns.
10. Nothing in this Agreement shall be construed to (i) create a joint venture, partnership or other shared enterprise between the Parties, or (ii) authorize either Party to act as an agent for or otherwise on behalf the other Party. Nothing in this Agreement shall be construed to obligate the Parties to enter into any further agreement between them.
11. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by a writing signed by both Parties.

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This Agreement shall be construed and interpreted in accordance with the laws of the State of Connecticut, without reference to such State's conflicts of laws principles.

EXECUTED as of the day and year first set forth above.

Young Pharmaceuticals, Inc.  
John E. Kulczyca

By: John E. Kulczyca

Title: President

EastEnd Labs

By: Mark Mandell

Title: Vice President

## **Exhibit B**



ALTAIRE  
Pharmaceuticals, Inc.

D/B/A **East End Labs**  
P.O. Box 849 • 311 West Lane • Aquebogue, NY 11931  
Phone: 631-722-5988 • FAX 631-722-9683

**INVOICE** 12158 Pg. 1

CUSTOMER NO.  
YOUNG

BILL TO:

YOUNG PHARMA., INC.  
P.O. BOX 8274  
BERLIN, CT 06037-8274

SHIP TO:

FULFILLMENT WORKS LLC  
109 SANFORD STREET  
HAMDEN, CT 06514

DATE		SHIP VIA		F.O.B.		TERMS		
11/25/03		CUSTOMERS TRUCK		Origin		Net 30		
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		OUR ORDER NUMBER	
10060302			11/30/03		HOUSE ACCOUNT		110	
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
REQUIRED	SHIPPED	B.O.						
5142	5142		CC152	OUR SHP#EO3110026 - 11/25/03 ORDER COMPLETE ACNE TREATMENT GEL CREAM 2 OZ LOT#EO3348	1.690	8689.98		
					Invoice subtotal	8689.98		
					Invoice total	8689.98		

*Thank You*

**L. VOICE** 12159 Pg. 1



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aqueduct, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

CUSTOMER NO.  
 YOUNG

BILL TO:

YOUNG PHARMA., INC.  
 PO BOX 8274  
 BERLIN, CT 06037-8274

SHIP TO:

N.V. PERRICONE, MD, LTD  
 ATT: LOU CASSONE  
 377 RESEARCH PKWY.  
 MERIDEN, CT 06450

DATE		SHIP VIA		F.O.B.		TERMS	
11/25/03		UPS		Origin		Net 30	
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR ORDER NUMBER	
10060302		10/06/03		HOUSE ACCOUNT			
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
REQUIRED	SHIPPED	B.O.					
	70		CC152A	OUR SHP#EO3110025 - 11/25/03 ORDER COMPLETE  ACNE TREATMENT GEL CREAM 1 OZ LOT#EO3348  Invoice subtotal  Invoice total	1.420	99.40  99.40  99.40	
REMIT TO: Altaire				d/b/a EAST END LABS			

*Thank You*



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aquéboque, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

**VOICE** 12184 Pg. 1

CUSTOMER NO.  
 YOUNG

**BILL TO:**

YOUNG PHARMA., INC.  
 1840 BERLIN TURNPIKE  
 WETHERSFIELD, CT 06109

**SHIP TO:**

YOUNG PHARMA., INC.  
 1840 BERLIN TURNPIKE  
 WETHERSFIELD, CT 06109

DATE		SHIP VIA		F.O.B.		TERMS					
12/12/03				Origin		Net 30					
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR ORDER NUMBER					
7180304		07/12/03		HOUSE ACCOUNT							
QUANTITY		B.O.		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT	
REQUIRED	SHIPPED										
24500	24500			R&D		R&D STUDIES FOR: ACNE FORMULA 031-2003		1.000		24500.00	
<p>WE HAVE APPLIED YOUR CHECK #5425 IN THE AMOUNT OF \$12250.00 ON THIS INVOICE</p> <p style="text-align: right;">Invoice subtotal <span style="float: right;">24500.00</span></p> <p style="text-align: right;">Invoice total <span style="float: right;">24500.00</span></p>											
<p>REMIT TO: Altaire d/b/a EAST END LABS</p>											

*Thank You*

**L. VOICE** 12157 Pg. 1



**East End Labs**  
 D/B/A  
 P.O. Box 849 • 311 West Lane • Aqueduct, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

CUSTOMER No.

**YOUNG**

**BILL TO:**

**YOUNG PHARMA., INC.**  
 P.O. BOX 8274  
 BERLIN, CT 06037-8274

**SHIP TO:**

**SOUTHLAND LOGISTIC**  
 2600 TITAN ROW  
 ORLANDO, FL 32809

DATE		SHIP VIA		F.O.B.		TERMS							
11/25/03		CUSTOMERS TRUCK		Origin		Net 30							
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR ORDER NUMBER							
10060302		11/30/03		HOUSE ACCOUNT		109							
QUANTITY		B.O.		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT			
REQUIRED	SHIPPED												
		REMIT TO: Altaire		OUR SHIP#EO3110024		11/25/03							
	1			SETUPCHG		SET UP CHARGES FOR RUNNING		500.000		500.00			
						DIFFERENT SIZE TUBES CONCURRENTLY							
5208	5208			CC152		ACNE TREATMENT GEL CREAM 2 OZ LOT#EO3348		1.690		8801.52			
15005	15005			CC152 A		ACNE TREATMENT GEL CREAM 1 OZ LOT#EO3348		1.420		21307.10			
12	12			CC152		ACNE TREATMENT GEL CREAM 2 OZ LOT#EO3348		1.690		20.28			
										EAST END SAMPLES			
										Invoice subtotal		30628.90	
										Invoice total		30628.90	

*Thank You*

**VOICE** 12157 Pg. 2



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aquibogue, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

CUSTOMER No.

YOUNG

**BILL TO:**

YOUNG PHARMA., INC.  
 P.O. BOX 8274  
 BERLIN, CT 06037-8274

**SHIP TO:**

SOUTHLAND LOGISTIC  
 2600 TITAN ROW  
 ORLANDO, FL 32809

DATE		SHIP VIA		F.O.B.		TERMS	
11/25/03		CUSTOMERS TRUCK		Origin		Net 30	
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		OUR ORDER NUMBER
10060302			11/30/03		HOUSE ACCOUNT		109
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
REQUIRED	SHIPPED	B.O.					
				REMIT TO: Altaire d/b/a EAST END LABS			

*Thank You*

## **Exhibit C**

# INVOICE 12184 Pg. 1

CUSTOMER No.

YOUNG



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aquebogue, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

**BILL TO:**

YOUNG PHARMA., INC.  
 1840 BERLIN TURNPIKE  
 WETHERSFIELD, CT 06109

**SHIP TO:**

YOUNG PHARMA., INC.  
 1840 BERLIN TURNPIKE  
 WETHERSFIELD, CT 06109

DATE		SHIP VIA		F.O.B.		TERMS	
2/12/03				Origin		Net 30	
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR ORDER NUMBER	
180304		07/12/03		HOUSE ACCOUNT			
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE	
REQUIRED	SHIPPED	B.O.					AMOUNT
24500	24500		R&D		R&D STUDIES FOR: ACNE FORMULA 031-2003	1.000	24500.00
				WE HAVE APPLIED YOUR CHECK #5425 IN THE AMOUNT OF \$12250.00 ON THIS INVOICE			
				Invoice subtotal		24500.00	
				Invoice total		24500.00	
REMIT TO: Altaire d/b/a EAST END LABS							

*Thank You*

## **Exhibit D**

# INVOICE 12158 Pg. 1



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aquebogue, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

CUSTOMER NO.  
 YOUNG

**BILL TO:**

**SHIP TO:**

YOUNG PHARMA., INC.  
 P.O. BOX 8274  
 BERLIN, CT 06037-8274

FULFILLMENT WORKS LLC  
 109 SANFORD STREET  
 HAMDEN, CT 06514

DATE		SHIP VIA		F.O.B.		TERMS	
11/25/03		CUSTOMERS TRUCK		Origin		Net 30	
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR ORDER NUMBER	
10060302		11/30/03		HOUSE ACCOUNT		110	
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
REQUIRED	SHIPPED	B.O.					
				OUR SHP#E03110026 - 11/25/03 ORDER COMPLETE			
5142	5142		CC152	ACNE TREATMENT GEL CREAM 2 OZ LOT#E03348	1.690	8689.98	
Invoice subtotal							8689.98
Invoice total							8689.98

*Thank You*

## **Exhibit E**

# INVOICE 12159 Pg. 1



**D/B/A East End Labs**  
 P.O. Box 849 • 311 West Lane • Aqueduct, NY 11931  
 Phone: 631-722-5988 • FAX 631-722-9683

CUSTOMER No.  
 YOUNG

**BILL TO:**

YOUNG PHARMA., INC.  
 PO BOX 8274  
 BERLIN, CT 06037-8274

**SHIP TO:**

N.V. PERRICONE, MD, LTD  
 ATT: LOU CASSONE  
 377 RESEARCH PKWY.  
 MERIDEN, CT 06450

DATE		SHIP VIA		F.O.B.		TERMS		
11/25/03		UPS		Origin		Net 30		
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		OUR ORDER NUMBER	
10060302			10/06/03		HOUSE ACCOUNT			
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
REQUIRED	SHIPPED	B.O.						
	70		CC152A	OUR SHP#EO3110025 - 11/25/03 ORDER COMPLETE ACNE TREATMENT GEL CREAM 1 OZ LOT#EO3348	1.420	99.40		
					Invoice subtotal	99.40		
					Invoice total	99.40		
REMIT TO: Altaire d/b/a EAST END LABS								

*Thank You*

## **Exhibit F**



**N.V. Ferricone, M.D.**  
Cosmeceuticals®

This unique Acne Treatment combines the efficacy of a gel base with the elegance of a fortified cream.

**Benzoyl Peroxide-**  
Effectively penetrates pores to help prevent acne and future breakouts

**Alpha Lipoic Acid-**  
A powerful, natural anti-oxidant

**DMAE-**  
A natural calming, soothing agent that also firms and tones

Contains oil-free emollients to help prevent over-drying

# Outpatient Therapy™

Acne Treatment Gel Cream  
5% Benzoyl Peroxide

Alpha Lipoic Acid + DMAE  
Formula

**N.V. Ferricone, M.D.**  
Cosmeceuticals® are unique in that they are patented, researched, formulated, and tested by a leading board-certified dermatologist.

Contains patented super-nutrients that give the skin an appearance of health and radiance.

For more information, visit our website:  
[www.nvferriconemd.com](http://www.nvferriconemd.com)

For questions:  
888-323-7837

Note: For best results, after cleansing with Pore Refining Cleanser, follow with Pore Refining Toner Pads, and then apply this Acne Treatment. Apply Pore Refining Concealer to blemishes and use Pore Refining Moisturizer as needed.

## Drug Facts

Active Ingredient	Purpose
Benzoyl peroxide 5%	Acne medication

### Uses

- Treats acne
- Reduces the severity of existing acne pimples
- Penetrates pores to control acne
- Helps prevent new acne pimples

### Warnings

When using this or any product containing benzoyl peroxide, avoid unnecessary sun exposure and use a sunscreen.

- For external use only
- Using other topical medications at the same time or immediately following use of this product may increase dryness or irritation of the skin. If this occurs, only one medication should be used unless directed by a doctor.

Do not use this medication if:

- you have very sensitive skin or if you are sensitive to benzoyl peroxide. This product may cause irritation, characterized by redness, burning, itching, peeling, or possibly swelling. Mild irritation may be reduced by using the product less frequently or in lower concentration. If irritation becomes severe, discontinue use; if irritation persists, consult a doctor.

Keep away from eyes, lips, mouth, and sensitive areas of the neck. If contact occurs, rinse with water.

If swallowed, get medical help or contact a Poison Control Center right away.

Keep out of reach of children. This product may bleach hair or dyed fabrics.

### Directions

If going outside, use a sunscreen. Allow Acne Treatment Gel Cream to dry, then follow directions on sunscreen labeling. If irritation or sensitivity develops, discontinue use of both products and consult a doctor.

- Cleanse the skin thoroughly before applying medication.
- Cover the entire affected area with a thin layer one to three times daily.
- Because excessive drying of the skin may occur, start with one application daily, then gradually increase to two or three times daily if needed or as directed by a doctor. If bothersome dryness or peeling occurs, reduce application to once a day or every other day.

### Other information

- Store at room temperature.
- List no. & exp. date, see box or see crimp of tube.

### Inactive Ingredients

carbomer, cetyl alcohol, niosopropanolamine, dimethyl lauroylsarcosine, dimethyl MEA, disodium EDTA, lauric acid, purified water, simethicone, stearyl alcohol and ceteareth-20, thioctic acid

US Patents  
5,709,868  
5,965,618  
6,365,623

2 oz / e 56.7 g

Distributed by  
N.V. Ferricone, M.D., Ltd.  
Menden CT 06450 USA

CC152-31 00



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